

Johnson Co.

PPME #2003 (Sheriff)

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JOHNSON COUNTY
SHERIFF'S DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JOHNSON COUNTY BOARD OF SUPERVISORS

AND

PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES

IUPAT LOCAL 2003

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This Agreement entered into this 1st day of July, 2006, by and between JOHNSON COUNTY, IOWA, hereinafter referred to as the "Employer", and PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, and any successor affiliate, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union.

ARTICLE 1

DEFINITIONS

1.01 FULL-TIME EMPLOYEE

An employee averaging at least thirty-five hours per week of work on a regularly scheduled basis.

1.02 PART-TIME EMPLOYEE

An employee who works less than thirty-five hours per week either on a regular schedule or intermittent basis. Part-time employees working at least twenty hours per week on a continuous basis are eligible for the following benefits:

- A. Holidays: Same as for full-time employees, except part-time employees do not receive the personal day.
- B. Health/Dental/Life Insurance: Same as for full-time employees, except part-time employees pay, in addition to any premium paid by the employee, fifty percent of any monthly premiums paid by the County under the terms governing provision to full-time employees.
- C. Vacations: Same as for full-time employees, except part-time employees accrue vacation at fifty percent of the full-time employee's accrual rate.
- D. Sick Leave: Nine days per year accrued on a per pay period basis, accumulating to a maximum of sixty days.
- E. Longevity Pay: Same as full-time employees, except part-time employees receive fifty percent of the annual lump sum received by full-time employees with an equal number of years of County service.

An employee who works fewer than twenty hours per week is not eligible for benefits.

1.03 ANNIVERSARY DATE

The anniversary of the calendar date of the employee's original date of hire by the employer is the anniversary date.

ARTICLE 2

RECOGNITION AND REPRESENTATION

2.01 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative of those employees of the Johnson County Sheriff's Department described in Iowa Public Employment Relations Board case no. 89 of April 18, 1975 and amended by PERB case no. 546 of July 9, 1976, and reconsidered in PERB case no. 5756 on November 5, 1997.

INCLUDED: All employees of the Johnson County Sheriff's Department.

EXCLUDED: All other employees of Johnson County, supervisors, confidential employees and all other employees excluded by Section 4 of the Act.

2.02 NON-DISCRIMINATION IN EMPLOYMENT

Neither the employer, nor the Union, shall discriminate against any employee because of union activity or lack thereof.

2.03 PAYROLL DEDUCTIONS

A. Upon receipt of an employee's appropriate written authorization, the county will deduct the regular monthly employee organization dues from the employee's paycheck every month, and remit this amount by the fifteenth (15th) of the next month to the employee organization with a list of employees from whose paychecks the deductions were made. The list shall indicate the name, current address, hourly rate of pay, and amount of dues deducted for each employee for whom dues have been withheld noting any additions or deletions from the previous month with a short notation as to the reason for the deletion. The employee organization will notify the County in writing of the exact dollar amount of dues to be deducted. The County may require up to thirty (30) days from receipt of the authorization before the deduction is made. The employee may revoke the authorization in writing at any time by giving thirty (30) days written notice.

B. Upon appropriate written authorization from any employee, the Employer may cause to be deducted from the salary of the employee and may make appropriate remittance for any plan or program approved by the Employer.

C. The employee organization agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as the result of any action taken or not taken by the County pursuant to subparagraph A of Article 2.03.

2.04 BULLETIN BOARDS

The County shall provide a bulletin board in the first floor lounge for posting official Union notices, job postings, seniority lists and official County notices to the Union.

2.05 RELEASED TIME

For contract negotiations, two members of the Union's bargaining team shall be granted a paid leave of absence for time lost during the employee's normal working hours while in joint negotiations or impasse meetings with the Employer. Such employees shall be designated by the Union's Business Representative. If a designated member of the bargaining team cannot attend the negotiation/impasse session or the session is conducted on the member's regular day off, the Union may designate an alternate to receive the paid leave of absence. Such leaves of absence shall be with no loss of benefits or wages. Paid release time for employees shall be limited to twenty (20) hours per employee, and shall be limited to a total of forty (40) hours for all employees, per fiscal year.

2.06 UNION STEWARDS

The Employer recognizes the right of the Union to elect stewards from among workers in the unit. A written list of the names of the stewards or designated representatives of the union, employed by the County, will be furnished to the Employer by the Union after their designation, and all changes in the representation shall be given to the Employer by the Union. One steward shall be released with pay to attend grievance steps during the work day.

2.07 WORK RULES AND POLICY

The Employer may, from time to time, develop, put into effect, and enforce work rules and departmental policies affecting this bargaining unit which do not conflict with the Agreement.

ARTICLE 3

HOURS OF WORK

3.01 WORK WEEK

- A. The work week shall begin at 12:01 a.m. Sunday and end at midnight Saturday. The normal work week for full-time employees shall consist of a monthly average of at least thirty-five (35) hours per week. The Employer shall post at least ten (10) days in advance the hours of work within each division setting the starting and ending time of each shift for each full-time employee for a calendar month. Except in emergency situations, fourteen (14) calendar days notice will be given to affected employees of a change in the schedule of hours to be worked. Temporary schedule changes can not be made to avoid overtime. Part-time employee schedules shall be posted by Friday for the next work week.
- B. All reference to "days" used or accrued will be converted at the following rate for recording:
 - A 28 day accounting category assignment considers one day to equal 8 ½ hours (deputies, control center/matrons)
 - A 7 day accounting category assignment considers one day to equal 8 hours (dispatchers, non-control center civilian employees).
 - A "day" for purposes of using paid leave shall be 24 hours beginning with the start of the employee's regularly scheduled shift.

3.02 SHIFT ROTATIONS

The Employer shall establish schedules for full-time employees in each division based upon the rotations described below.

Civil Division: 8.5 hour shifts Monday through Friday, except one Saturday or Sunday every third week will replace a week day. If an employee is scheduled to work Sunday, they will receive two consecutive days off that week.

Courthouse Security Division: 8.5 hour shifts Monday through Friday.

Detective Division: 42.5 hours per week Monday through Friday.

Transport Division: 8.5 hour shifts Monday through Friday.

Jail Division: 12 hour shifts, 2 on - 2 off - 3 on - 2 off - 2 on - 3 off, and 8.5 hour shifts, 5 on - 2 off.

Patrol Division: 9 hour shifts, 4 on - 2 off.

Control Center: 9 hour shifts, 4 on - 2 off.

Dispatch Division: 8 hour shifts, 4 on - 2 off for 4 work weeks followed by 10 hour shifts, 4 on - 2 off for 2 work weeks.

Clerical Division: 8 hour shifts, Monday through Friday.

Kitchen Division: 8 hour shifts, 4 on - 1 off - 3 on - 2 off - 4 on - 1 off - 4 on - 2 off.

3.03 FLOATER SHIFT

The Employer may offer one (1) floater position in the control center. The floater shift assignment and rotation may be changed for each thirty (30) day schedule

posted. However, the length of each shift shall be the same as other divisional employees. The purpose of the floater shift is to allow other employees in the division paid time off requests without requiring the Employer to pay overtime for a replacement.

3.04 DAYLIGHT SAVINGS TIME ADJUSTMENTS

On shifts during which clocks are adjusted for the implementation or cessation of daylight savings time, employees shall be paid for the number of hours actually worked. When on paid leave for the entirety of such shifts, employees shall be paid their normal hours of work per shift.

3.05 CALL-IN PAY

An employee who is called in to work outside of his or her regularly scheduled shift shall be provided at least two (2) hours of work or pay in lieu thereof, paid at the overtime rate. This provision shall not apply to an early start or extension to an employee's regularly scheduled shift. Employees shall not be paid for the time spent traveling to and from the work place to answer the call-in, unless the employee leaves their residence fully equipped and in a County - owned vehicle ready to perform work.

3.06 COURT TIME

An employee subpoenaed to testify off duty hours shall be paid a minimum of two (2) hours pay, at the overtime rate of one and one-half times the employee's normal rate of pay. When the court time required exceeds two (2) hours, in no event shall the employee be paid for his or her time in court in excess of the actual time necessary and required for his or her appearance and testimony. Court time shall not be included in the computation of work hours credited towards overtime hours.

3.07 MEAL PERIODS

The Employer shall grant with pay a thirty (30) minute meal period for all employees, except that clerical employees shall have a sixty (60) minute unpaid meal period. Meal periods will be scheduled as near to the middle of a shift as possible. It is hereby acknowledged that meal periods for employees other than the clerical and kitchen divisions may not be available as scheduled due to the nature of law enforcement. Employees working in a division where meals are furnished shall be provided the same meal without cost to the employee.

3.08 BREAK PERIODS

The Employer shall grant with pay two (2) rest periods of fifteen (15) minute duration. Each break period will be scheduled as near to the middle of the first and second half of the shift as possible. When possible, non-clerical employees may combine breaks with the meal period in 3.07. It is hereby acknowledged that break periods for employees other than the clerical and kitchen divisions may not be available as scheduled due to the nature of law enforcement.

3.09 SHIFT TRADES

- A. It is permissible for all employees within the same division to trade shifts anytime within the time accounting period. Trades will not affect overtime regarding the maximum number of hours worked in any time accounting period.
- B. All trades must have the prior approval of your supervisor prior to the time of the traded shift. All trades must be adequately documented in the remarks area of your time sheet indicating who the trade is with and the dates of both sides of the trade.

3.10 OVERTIME COMPUTATION

Overtime shall be paid at the rate of time and one-half (1 ½) the employee's straight-time hourly rate of pay for each hour worked in excess of the following:

- A. Employees not engaged in law enforcement activities for work in excess of eight (8) hours in a twenty-four hour period or forty (40) hours in a work week;
- B. Law enforcement employees as defined by the federal Fair Labor Standards Act for work in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day period;
- C. For all employees any work performed on the employee's regularly scheduled day off;
- D. Overtime shall not be paid more than once for the same hours worked. All paid time, such as paid leaves and holidays, will count as time worked for the purpose of computing overtime. Overtime work will not be used as a disciplinary tool, either to punish or reward employees.
- E. Prior approval by a supervisor is required for all overtime worked, except for emergency situations which develop while an employee is on duty. Actual approval for overtime in such a situation may be delayed until there is a break in the action or until the situation is resolved if it is of short duration. Approval must be obtained before the employee goes off duty.

3.11 COMPENSATORY TIME

- A. An employee may elect to receive overtime compensation in either cash payment or compensatory time off, up to thirty-six (36) hours of compensatory time in a six-month period. Compensatory time off shall be at the rate of one and one-half (1 ½) hours of compensatory time for one (1) hour of overtime worked. An employee may designate a specific day for utilization of compensatory time. If notice is given to the Sheriff thirty (30) days in advance of the selected date, and provided no other employee in that division has designated said date for utilization of compensatory time or vacation, said date

requested shall be granted. If the request is not made at least (30) days in advance, the granting of said date for utilization of compensatory time shall be subject to the Employer's approval provided that such approval shall not be unreasonably withheld.

- B. Employees may accumulate up to thirty-six (36) hours of compensatory time in any six-month period. On August 1 and February 1 of each year and payable within thirty (30) calendar days, an employee who has earned unused compensatory time shall either sell up to thirty-six (36) hours to the County or, if the employee wishes to, carryover accumulated compensatory time, until his or her accumulated compensatory time falls below thirty-six (36) hours. Notice of said election to sell accumulated time back to the County shall be given by written notice on or before said designated date stating the number of hours to be purchased. Hours shall be purchased by the County at the rate of the employee's regular straight-time hourly rate times the number of hours to be purchased. In no event shall the County be obligated to purchase more than thirty-six (36) compensatory hours per employee per six-month period.

3.12 OVERTIME DISTRIBUTION

- A. Overtime required at the end of a work shift, as a continuation of specific work begun on that shift, will be the responsibility of the employee or group of employees performing the work during this shift. Employees who volunteer may be called in early or held over a maximum of two (2) hours at the beginning or end of any scheduled hours of work without resort to the overtime call-in procedure of this section provided such overtime occurs on an in-frequent and occasional basis. However, the employer may hold an employee over for up to two (2) hours until the employer can relieve the employee pursuant to paragraphs B or C below. No employee shall be forced to work overtime while on vacation. An employee on vacation shall not be exempted from a department-wide emergency call in.
- B. As far in advance as possible to the start of needed overtime work within a specific division, the supervisor shall make the opportunity to work such overtime available to the employees of that division. The overtime work will be offered on a rotational basis from a list of divisional employees established on the basis of seniority. If too few qualified employees within the division are able to work overtime, the supervisor shall make the opportunity to work such overtime available to properly trained and/or equipped employees from another division on a rotational basis from a list of departmental employees established on the basis of seniority.
- C. In the event too few qualified employees are able to work overtime after utilization of the procedures set forth above in paragraph B, the employer shall require employees of the division needing overtime to be worked to perform such overtime work which will be assigned on a rotational basis from a list of divisional employees established on the basis of least seniority. In the event

there are still too few qualified employees able to work overtime following utilization of the procedures in paragraph B above and the preceding procedure in paragraph C, the Employer shall require properly trained and/or equipped employees from another division to perform such overtime work which will be assigned on a rotational basis from a list of departmental employees established on the basis of least seniority. The reverse seniority provisions will be superseded in favor of employees with specialized skills where such skills are required for the overtime. In addition, the entire work force may be required to perform overtime work when necessary.

- D. Employees shall work overtime shifts or segments thereof, as assigned and shall not work overtime assigned to another employee. An employee who accepts a voluntary overtime assignment and fails to report for the assignment or whose assignment has been canceled shall be considered to have worked the assignment for overtime rotation purposes. If the employee is not notified of the cancellation of an overtime assignment at least six (6) hours in advance or reports for the assignment, such employee will be paid a minimum of two (2) hours overtime work to be performed upon reporting for the canceled overtime assignment or two (2) hours of pay at the overtime rate at the Employer's choice. Personal contact with the employee is not required to cancel overtime.
- E. Non-divisional and unscheduled work opportunities appropriate to the work of a job classification shall be offered on a voluntary basis to properly trained employees by rotating such assignments beginning with the most senior employee. In the event too few employees volunteer to work overtime, the Employer shall require properly trained employees to perform such overtime work by rotating such assignments beginning with the least senior employee.

3.13 TRAVEL TIME

Time spent commuting to and from the office will not be counted as time worked unless the employee is instructed to perform some work function before arriving at the office or on the way home; unless sworn deputies become involved in some unavoidable on-view situation where official action is required.

ARTICLE 4

EMPLOYEE EVALUATION AND DISCIPLINE

4.01 AUTHORITY

The Sheriff or supervisor may counsel, warn or reprimand, suspend (as forfeiture of accrued time off, or with or without pay), discharge or take other appropriate action against an employee for just cause.

4.02 PROGRESSIVE DISCIPLINE

The Sheriff or supervisor shall recognize and consider progressive discipline where applicable.

4.03 UNION REPRESENTATION

The disciplined or discharged employee will be allowed to discuss the discipline or discharge with the steward. Upon request of the employee, the county sheriff or the sheriff's delegate, will discuss the discharge or discipline with the employee or together with the steward.

4.04 RIGHT TO GRIEVE

Any disciplinary action, except that imposed on a probationary employee, may be processed as a grievance through the regular grievance procedure, including the arbitration step; however, disciplines or discharges of civil service employees governed by the Civil Service statute shall be processed as civil service actions.

4.05 EMPLOYEE EVALUATION

The Employer may administer a performance evaluation using a performance evaluation document mutually agreed to by the parties.

4.06 PERSONNEL FILES

An employee may inspect his or her personnel file at reasonable times. An employee may respond to anything in his or her file in writing; such response shall be part of the file. Access to personnel files shall be limited to authorized management personnel, the employee and anyone authorized by the employee. Upon notice and at the employee's expense, the Employer shall make copies of the employee's personnel file for the employee. The Employer, upon request of a grievant, must furnish a copy of any material in the grievant's personnel file.

ARTICLE 5

SENIORITY

5.01 SENIORITY DEFINED

The various forms of seniority are as follows:

- A. County Seniority: The length of an employee's continuous service with the County from the employee's anniversary date. This seniority shall be for purposes of determining vacation benefits and longevity pay.
- B. Civil Service Seniority: Sworn law enforcement officers' seniority shall be determined by the Civil Service Commission under the jurisdiction of Chapter 341A, Code of Iowa. The Union shall be furnished with a Civil Service seniority list of all employees covered by this Agreement within thirty (30) days of July 1 each year. The list shall be posted on a bulletin board in the work place.
- C. Full-time Non-Civil Service Seniority: The length of a full-time employee's continuous service with the County from the employee's anniversary date. The Union shall be furnished with a list of non-civil service employees covered by this Agreement within thirty (30) days of July 1 each year showing each employee's name, years of seniority, date of hire, and job classification. The same list shall be posted on a bulletin board in the work place. Employees shall have twenty (20) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objection within ten (10) days, the employee may file a grievance in accordance with the grievance procedure in the Agreement.
- D. Part-Time Non-Civil Service Seniority: Part-time non-civil service employees shall be credited with one-half the seniority they would accrue as full-time employees. Part-time employees shall be shown on the above list with full-time non-civil service employees.

5.02 PROBATION

- A. A new non-civil service employee shall serve a probationary period of one hundred eighty (180) continuous calendar days from their date of hire.
- B. A new civil-service employee shall serve a probation in accordance with chapter 341A, Code of Iowa.
- C. Probationary employees shall have no seniority; however, at the end of probation, the employee shall be placed on the seniority list and the employee's seniority shall be determined from the original date of hire. The

new employee may be terminated for any reason during the probationary period and shall have no recourse through the Grievance Procedure.

5.03 BENEFITS DURING THE PROBATIONARY PERIOD

A new probationary employee is eligible for contractual fringe benefits as follows:

A. At all times

At all times they shall be eligible to enjoy the benefits of bereavement leave, jury duty leave, recognized paid holidays, and personal day after accrual.

B. Second month

On the first of the month following the first full month of service, the probationary employee shall be eligible to enroll in the group health and dental insurance and flexible spending benefits provided by the Employer.

C. After the probationary period

Probationary employees shall accrue all other fringe benefits during the probationary period, but shall not have them available for use by the employee until completion of the probationary period.

5.04 LOSS OF SENIORITY

Continuous service stops and seniority is lost when the employee:

A. quits;

B. retires;

C. is discharged for just cause;

D. is laid off for more than two (2) years;

E. obtains a leave of absence for a fraudulent reason;

F. is absent from work two (2) days without notice to the Employer, unless the employee was unable to give notice;

G. fails to report for work after a leave of absence; or

H. fails to report for work within five (5) days after notice to return from layoff.

5.05 JOB VACANCIES

Permanent vacancies and positions in newly created job classifications in the bargaining unit shall be filled in order of the following procedures:

- A. Voluntary Transfer of current Unit employee
- B. Bid by current Unit employee
- C. Recall of laid off Unit employee
- D. New Hire of person from outside the Unit
- E. Involuntary Transfer of current Unit employee

5.06 JOB BIDDING

No permanent vacancy or newly-created job classification in the bargaining unit shall be filled by recall or new hire until such vacancy has been posted on all Union bulletin boards for a period of five (5) working days, and present employees in the bargaining unit have had the opportunity to apply for such position and have had their applications considered. Qualified applicants outside of the unit may be considered by the Employer after the five (5) day period. In determining the successful bidder, qualifications directly related to the job shall be the primary consideration. Where qualifications are equal, bargaining unit seniority shall govern. Notification will be given to all unsuccessful bargaining unit applicants within five (5) days following a selection or a decision to reject all bargaining unit bidders. Job vacancy postings for job bids and transfers in Section 6.02 shall be on the form attached to this contract, which must be completed in full before posting, and to which a copy of the relevant job description must be attached.

5.07 REDUCTION IN FORCE

If it becomes necessary to lay off employees, they shall be laid off in the inverse order of their seniority within the job classification affected by the layoff. Temporary employees in that classification shall be laid off first, then probationary employees, and then part-time employees in that classification, before any full-time employee in that classification is laid off.

5.08 RECALL

Employees shall be recalled from layoff according to their seniority within the job classification affected by the recall. To be entitled to recall, a laid-off employee must keep the county sheriff informed of the employee's mailing address and phone number. Written notice of recall by certified mail to the employee at the address shall be sufficient notice.

5.09 DIVISIONAL REDUCTION

If it becomes necessary to reduce the number of deputy sheriffs within a division without reducing the total number of deputy sheriff positions in the bargaining unit, the number of division employees shall be reduced in inverse order of their civil service seniority. A deputy sheriff reduced from a division may select a shift in the receiving division on the basis of seniority, and employees displaced by that selection shall bump to other shifts in that division according to greatest seniority. An employee reduced from a division shall have recall rights for two (2) years to creation of a new position in the former division, before application of 5.05 above.

5.10 CIVIL SERVICE NON-BARGAINING UNIT REDUCTION

Employees laid off or demoted from non-bargaining unit positions may only re-enter the bargaining unit to positions that are vacant following completion of the bidding/transfer procedures by current bargaining unit employees. A non-bargaining unit employee re-entering the bargaining unit shall not be eligible to bid or transfer to another bargaining unit position for three (3) months from the date of re-entry.

ARTICLE 6

TRANSFERS

6.01 TRANSFER RIGHTS

An employee may be awarded and accept a transfer of job assignments within a job classification. Job assignment for purposes of this Article means shift assignment or days off assignment or division assignment. The transfer procedure applies to the divisions and job classifications of:

- Patrol Division - job classification of deputy sheriff
- Civil Division - job classification of deputy sheriff
- Jail Division - job classification of deputy sheriff
- Detective Division - job classification of deputy sheriff
- Courthouse Security Division – job classification of deputy sheriff
- Transportation Division - job classifications of deputy sheriff or driver
- Clerical Division - job classifications of secretary or clerk
- Control Center Division - job classification of control center
operator/matron
- Dispatch Division - job classification of dispatcher
- Kitchen Division - job classification of cook

The Employer retains the right to not fill an unneeded job assignment, but will agree to notify the Union that the position will not be posted pursuant to Sections 5.06 or 6.02, and whether or not such position may be posted at a later date. Employees transferring to a different division shall retain previously scheduled vacation requests. Probationary employees and employees on layoff have no transfer rights.

6.02 VOLUNTARY TRANSFER PROCEDURE

No permanent job assignment or newly-created job assignment within a job classification in the bargaining unit shall be filled by bidding, recall, new hire, or involuntary transfer until such position has been posted on all Union bulletin boards for a period of five (5) working days, and present employees from that job classification in the bargaining unit have had the opportunity to request a transfer to such position. The supervisor of the division with the vacancy shall accept transfer requests on behalf of employees from a Union steward when that employee is on vacation or regularly scheduled off work during the time for submitting requests. The same notice may also be used for purposes of bidding pursuant to Section 5.06, but the bidding process shall be placed on hold until all transfer requests are either accepted or rejected. Award of transfer requests shall be on the basis of greatest civil service seniority or non-civil service seniority, provided the county sheriff can deny a request for just cause.

6.03 INVOLUNTARY TRANSFER

The Employer may involuntarily transfer an employee to a different job assignment within a job classification when the assignment is not filled after completion of the voluntary transfer procedure in Article 6 or the bidding procedure in Article 5. Such involuntary transfer shall not exceed ninety (90) calendar days per employee per fiscal year. An employee temporarily transferred to a lower pay grade shall continue to receive their normal rate of pay. An employee temporarily transferred to a higher pay grade for more than one (1) pay period shall receive the higher rate of pay beginning with the first day of service in the higher pay grade.

ARTICLE 7

SICK LEAVE

7.01 RATE OF ACCRUAL; PROCEDURE; EXCLUSIONS

- A. Employees, including probationary employees, accrue sick leave with pay for absences due to illness or injury unrelated to work. Sick leave accrues for full-time employees at the rate of eighteen (18) days per year on a per pay period basis, to a maximum of one hundred twenty (120) days. For accounting purposes, the time frame of days converted into hours will reflect the normal paid leave accrual rate for each employee. Sick leave accrues for part-time employees pursuant to Section 1.02. The minimum increment for use of sick leave is fifteen (15) minutes.
- B. Sick leave will not be paid in advance. Sick leave will not accrue on a pro-rata basis during a pay period. If a holiday falls within the paid sick leave, that day will be counted as sick leave or a holiday at the employee's written election.
- C. When an employee is absent because of illness or injury unrelated to work, the employee must inform the employee's immediate supervisor prior to each scheduled shift, that he or she will be absent for reasons of illness or injury and its expected duration. If the immediate supervisor is unavailable, the employee shall contact the command staff within their division, the Chief Deputy or the Sheriff. Failure of the employee to do so, without a bona fide reason, will result in the employee being considered absent without leave, and subject to disciplinary action. In the event of an absence when reasonable grounds exist to suspect misuse of sick leave pursuant to 7.02, or there are reasonable grounds to suspect an employee is not fit to return to work, the sheriff may require the employee to furnish satisfactory medical evidence that:
 - (1) the employee's illness or injury will require time off work; and/or
 - (2) the employee is fit to return to work and perform their normal duties.The employer may designate the medical evidence be obtained from Mercy Occupational Health, and must pay any uninsured cost of obtaining such evidence.

A doctor's statement will be required in situations where more than five (5) consecutive days of sick leave are used.
- D. Sick leave is not paid for:
 - (1) more than half a day for a doctor or dentist appointment unless the doctor or dentist states that the appointment necessarily consumes more time.
 - (2) illness or injury suffered and recovered from during a leave of absence;
 - (3) illness or injury occurring after the employee has given notice of resignation unless physician's verification is provided.

- E. Employees who work day shifts shall schedule doctor and dentist appointments on their days off whenever possible. Otherwise, the appointment should be scheduled late in the day when possible, particularly in cases where there is any probability that the employee will be unable to return to work following the appointment.
- F. Leave for the purpose of giving birth, or for recovering from giving birth, will be treated in the same manner as other sick leave.
- G. An adoptive parent may use up to ten (10) consecutive days accrued sick leave within three (3) weeks of the child's arrival in the home.

7.02 MISUSE OF SICK LEAVE

Misuse of sick leave is either excessive use of sick leave or misrepresentation in connection with sick leave privileges.

- A. Excessive use of sick leave is use of sick leave in excess of that accumulated by the employee.
- B. Misrepresentation in connection with sick leave privileges is use of sick leave for any purpose not authorized by this contract.
- C. Misuse of sick leave will result in loss of pay for the duration of the absence, and may be considered grounds for further disciplinary action, including discharge.

7.03 EXTENDED SICK LEAVE

- A. When an employee notifies the Sheriff that the employee desires sick leave, for any reason related to the illness of the employee for which sick leave is allowed, and the employee has no accumulated sick leave, personal day, or vacation, the sheriff may grant the employee an unpaid leave of absence. All rules governing unpaid leave of absence shall apply. Upon request of the sheriff the employee must furnish a statement from a physician concerning both the seriousness of the illness and the duration of the anticipated absence. The sheriff may require such a statement from Mercy Occupational Health at department expense.
- B. During unpaid leave due to illness, the employee shall provide the sheriff with a physician's verification of the illness on a monthly basis.
- C. Upon notice of intent to return to work, the Sheriff may require a statement from the employee's physician that the employee is fit to return to work and perform the employee's normal duties. The Sheriff may require a second opinion from a physician at the Mercy Occupational Health Center, paying all costs for such opinion. If there is a disagreement between the two physicians, then a third opinion will be obtained from a mutually agreed upon physician.

7.04 PATERNITY LEAVE

See "Family sick leave" below.

7.05 FAMILY SICK LEAVE

- A. In the event of illness in the immediate family of any employee, or in the event of a doctor or dental appointment not exceeding half a day for a member of the employee's immediate family, or when the employee is the nearest relative, the employee may use accumulated sick leave. Use of sick leave as family sick leave shall not exceed three (3) days per occurrence of illness, unless the department head authorizes longer; except that if the employee's spouse or child undergoes surgery, the employee is entitled to use up to four (4) days sick leave as family sick leave.
- B. Verification of the illness, if physician-treated, or of the appointment must be furnished by the employee upon request of the Sheriff.
- C. "Immediate family" shall be defined as spouse, children, parent; parent-in-law, grandparent and/or other regular members of the immediate household.

7.06 CONVERSION OF SICK LEAVE UPON TERMINATION OR RETIREMENT

Employees shall receive payment for twenty-five percent (25%) of their accumulated sick leave after 20 years of continuous employment either at the time they terminate or retire based on the employee's hourly rate of pay at the time of departure multiplied by twenty-five percent of the employee's total sick leave accumulation at the time of departure.

7.07 CONVERSION OF SICK LEAVE TO VACATION

- A. Employees who have accumulated one hundred twenty (120) days of sick leave may convert additionally accrued sick leave to vacation at the rate of one (1) hour vacation for every four (4) hours of sick leave accrued.
- B. The employee's monthly accrual shall be placed in a short-term sick leave bank. During an anniversary year the employee's use of sick leave shall first be deducted from this bank. On the employee's anniversary date, all remaining sick leave in the short-term bank shall be converted to vacation. One year's conversion of sick leave to vacation is in addition to the maximum accrual limit for vacation.
- C. The conversion will be made on the employee's anniversary date and will reflect a conversion in the amount of unused sick leave beyond the maximum accumulation which is permitted showing on the books as of the anniversary date.
- D. Use of vacation converted from sick leave will be governed by the rules governing use of regular vacation.

7.08 RECORDS

The Sheriff's Department shall maintain accurate records of employee's sick leave accrual and use. Calendar year to date sick leave use and accumulation balance shall appear on the employee's paycheck.

ARTICLE 8

LEAVES OF ABSENCE

8.01 PAID LEAVES

A. Funeral Leave

- (1) In case of death in the immediate family of a full-time employee, paid absence shall be authorized by the Sheriff or the employee's immediate supervisor. "Immediate family" is defined as spouse, parents, children, sisters, brothers, step-parents, step-children, grandparents, grandchildren, parents-in-law, sisters- or brothers-in-law, sons- and daughters-in-law, guardian, or other members of the immediate household.
- (2) Length of leave:
 - (a) Spouse and child: Up to five (5) days;
 - (b) Others in immediate family: Up to three (3) days.
- (3) Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs or leaves of absence other than what would have been paid absent the funeral leave. Payment will be made on the basis of the employee's normal work day's pay.
- (4) If an extended absence is required due to a death in the immediate family, the Sheriff may authorize use of vacation, compensatory time or unpaid leave.
- (5) In case of death of a present or retired employee, a half day of paid absence may be authorized for department employees for the purpose of attending the funeral.
- (6) Full-time employees shall be granted paid absence for service as a pallbearer. Upon completion of the service, the employee shall report to work within an hour.
- (7) In case of death of relatives not in the immediate family, the Sheriff shall approve employee requests to use vacation time, compensatory time or unpaid leave to attend the funeral.

B. Jury duty

- (1) Employees scheduled to work during the time of jury selection will be granted paid leave for the hours required for the jury selection. There will be no compensation by the County for time spent at jury selection falling on an employee's scheduled time off. When released from jury selection during the employee's normal work hours, the employee must report to work as soon as possible, and no later than one (1) hour after release.
- (2) Once selected for state, federal, or grand jury duty, the employee will submit his/her schedule to his/her immediate supervisor. Employees serving on a jury during a twenty-four (24) hour period which includes a scheduled work shift shall not report for any shift. The employee shall receive their appropriate rate of pay for a regular shift and submit to the

Employer any pay received as jurors minus mileage. An employee released from jury duty with two (2) or more hours remaining on the employee's regular shift, or with ten (10) or more hours until the start of the employee's regular shift, shall immediately notify the immediate supervisor of their release and shall report to work.

- (3) Employees selected and serving on a jury shall be offered voluntary or involuntary overtime on Saturday or Sunday when court is not in session. While serving on a jury Monday through Friday, the employee will not be offered or forced for any overtime opportunities.

C. Military leave

Section 29A.28, Iowa Code, shall govern military leave. The Universal Military Training and Service Act shall govern reemployment rights.

D. Witness leave

An employee subpoenaed to testify during their normal work schedule as a witness in a court action which does not involve a criminal or civil action by or against the employee shall receive a paid leave of absence, not to exceed sixteen (16) hours per fiscal year, for the time spent as a witness. Said employee shall receive the employee's regular hourly rate and shall turn over to the Employer any pay earned from such witness service, except mileage allowance paid to the employee. Employees subpoenaed to testify on matters related to their county employment shall be dealt with as otherwise provided in this contract.

E. Personal Day

Each full-time employee shall annually receive on July 1 of each fiscal year one (1) personal day equal in the number of hours to the employee's normal accrual rate to be used for whatever purpose the employee chooses. The use of a personal day shall be scheduled at a time agreed to by the employee and division supervisor by the employee providing at least two (2) hours notice prior to the start of the employee's scheduled shift. A personal day may be used in minimum increments of fifteen (15) minutes. A personal day, or portion thereof, not used by July 1 of the next fiscal year shall be forfeited.

8.02 UNPAID LEAVES

A. Non-probationary employees shall be eligible for unpaid leaves of absence.

An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave. During an unpaid leave of absence for more than a month the employee:

- (1) must pay any insurance premiums due during any month the employee is not on the payroll if coverage is desired, and must, before the leave starts, make necessary arrangements with the Auditor's office to provide the payments;
- (2) shall not receive any other job benefits;

- (3) shall not accrue seniority;
- (4) shall not earn sick leave, vacation or other forms of leave.

B. Unpaid leave of absence for a limited period shall be granted for any purpose reasonable in the judgment of the Sheriff, who may deny a request if he or she determines that the department cannot function effectively without the employee's presence. The Sheriff's decision is subject to the grievance procedure, and the grievance shall start at Step 3.

8.03 FEDERAL FAMILY AND MEDICAL LEAVE ACT

An employee may request and shall be granted up to twelve (12) weeks unpaid leave, pursuant to the Family and Medical Leave Act and related federal regulations, for any reason qualifying under the FMLA. FMLA leave may be paid or unpaid. Whether it will be paid or unpaid shall be decided case-by-case. An employee may select accrued paid leave in lieu of unpaid FMLA leave if, absent FMLA, the employee would have been entitled to use accrued paid leave for the FMLA-qualifying purpose; the Sheriff shall not deny the employee's selection without good cause. If the employee opts for unpaid FMLA leave, the Sheriff may require the employee to use accrued paid leave if the employee would have been entitled to use accrued paid leave for the FMLA-qualifying purpose.

ARTICLE 9

GRIEVANCE PROCEDURE

9.01 SCOPE AND PROCEDURAL REQUIREMENTS

All disputes resulting from interpretation of this contract shall be resolved in accord with this article.

- A. All grievances, responses and appeals must be in writing.
- B. A copy of all responses to a grievance or appeal must be presented or mailed within the time prescribed to both the employee and the bargaining representative.
- C. Any grievance step prescribed herein, or part thereof, may be waived by mutual agreement of the Employer and the Union.
- D. Failure of an employee to timely grieve or appeal constitutes waiver of the grievance or appeal.
- E. Failure of the Employer to timely respond to a grievance or appeal constitutes denial of the grievance.
- F. Union stewards and grievants shall be released with pay to attend meetings during the work day.
- G. The term "working days" as used in this Article means Monday through Friday, excluding holidays.
- H. Disciplines and discharges of civil service employees governed by the Civil Service statute shall be processed as a civil service action.
- I. Grievance of a rejected transfer or job bid shall start at Step 2 of the grievance procedure.
- J. Grievance of an Oral or Written Reprimand shall start at Step 1. Grievance of a Suspension or Discharge shall start at Step 2.

9.02 INFORMAL RESOLUTION

The employee shall first orally discuss a problem or complaint with the immediate supervisor within four (4) working days following its occurrence. The supervisor shall discuss the issue with the employee in no event later than three (3) working days from the time the employee raised the issue.

9.03 GRIEVANCE STEPS

A. Step 1

An employee unsatisfied with the results of the discussion prescribed in Section 9.02 may grieve to the immediate supervisor. Only issues discussed during the Informal step may be grieved, but issues germane to the originally discussed problem shall be liberally allowed to be part of the grievance. Only the Union or an employee affected by the employer's interpretation of the contact may grieve. Grievances must:

1. be filed within twenty (20) working days after the Informal step,
2. specify the article of the contract alleged to be violated, and
3. propose a remedy.

The immediate supervisor shall respond in writing to the grievance within three (3) working days of receipt of the grievance.

B. Step 2

1. The Union or an employee may appeal the immediate supervisor's response to the Sheriff or the Sheriff's designee within five (5) working days of the employee's receipt of the response. Within five (5) working days of receipt of the appeal the Sheriff or Sheriff's designee must meet and discuss the grievance with the employee and Union representative. Within three (3) working days thereafter the Sheriff or his designee must respond to the grievance.
2. If the employee disagrees with the Sheriff's or Sheriff's designee's response, the employee may request reconsideration by the Sheriff. If reconsideration is requested, the Sheriff shall within 5 working days of the request, meet with the employee, the Union representative and the designated employer representative to discuss the grievance. Within 3 working days thereafter the Sheriff must respond to the request to reconsider the grievance.

C. Step 3

An employee may appeal the Sheriff's response to the Board of Supervisors within five (5) working days of the employee's receipt of the response. Presenting to the Board copies of the grievance, any initial appeal, and any responses constitutes the appeal. The Board shall hear the appeal within fourteen (14) working days of receipt of the appeal, providing full opportunity for the grievant and bargaining representative to present evidence in person. The Board shall respond to the appeal within seven (7) working days thereafter.

In lieu of appearing in person before the Board, the grievant or Union may waive grievant's appearance in person and present the appeal in a written appeal brief mailed to the Board or its designated representative within fourteen (14) days of the Board's receipt of the appeal. Grievant's immediate supervisor, County Sheriff, or the Board's designated representative may also

file a written brief with the Board within fourteen (14) days of the Board's receipt of the appeal. Copies of such briefs shall be mailed to the Union Business Representative. The Board shall respond to the appeal within seven (7) working days of the Board's receipt of the written appeal brief(s).

D. Step 4

The Union may appeal the Board's response to arbitration by serving a written request for arbitration on the Board of Supervisors within five (5) working days of the Union Business Representative's receipt of the Board's response. It is expressly agreed and understood that neither the grievant nor Union may compel arbitration of a grievance without the other's consent.

9.04 ARBITRATION

- A. Within ten (10) working days of the Board's receipt of the notice of appeal to arbitration, the parties' bargaining representatives shall either choose an arbitrator or jointly request the Iowa Public Employment Relations Board to furnish a list of five (5) arbitrators. Within five (5) working days of the parties' receipt of the list, the bargaining representatives shall select an arbitrator by alternately striking names from the list. The winner of a coin flip shall determine which party strikes first.
- B. The arbitrator's fees and expenses shall be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. If a party makes a record of the arbitration hearing, that party shall make available to the other party a copy of the record, at cost.
- C. The arbitrator may not amend, modify, nullify, ignore, add to or detract from any term of this contract, and shall consider and decide only the specific issues submitted at the arbitration hearing. The arbitrator's decision may not be contrary to or inconsistent with law. The arbitrator's decision shall be binding. In the event of a discharge grievance, any back pay award shall be limited to the amount the grievant would have earned from the Employer, less any compensation the grievant received from any other source. Other back pay awards shall be limited to what the employee would have earned from the employer since the date the violation occurred. The arbitrator shall not order back pay for a period of more than thirty (30) working days prior to the date the grievance was initiated. No arbitration decision shall create the basis of adjustment of wages, hours or working conditions for anyone other than the grievant.
- D. The arbitrator's decision shall be sent to the parties within thirty (30) calendar days from the day of the hearing.

9.05 APPEALS

Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinafter and above provided for, shall be submitted to the impartial arbitrator who made this award who may thereupon construe and interpret the award as far as may be necessary to clarify the same, but without changing the substance thereof and such interpretation and construction thereof shall be binding upon both parties.

9.06 EMPLOYEE REPRESENTATION

An aggrieved person(s) shall have the right to be represented by the Union at all levels of the Grievance Procedure. The Union shall be entitled to participate at any and all stages of the Grievance Procedure.

9.07 MUTUAL RIGHTS

Any employee presenting a grievance and the Employer acting upon a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination, or reprisal.

9.08 EXCLUSIVE REMEDY

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this collective bargaining agreement. If a complaint or action is filed in any other forum based on the same event or facts as a grievance which has been filed pursuant to this Article, the grievance will be considered withdrawn. Grievances may not be filed based on the same events or facts used as the basis for a complaint or action in another forum.

If an employee files a complaint or action based on the same events or facts as the withdrawn grievance with another government agency or in any court of law, then neither the Employer nor the Union may be held liable for any statements, acts of representation, settlement offers, or responses during the grievance procedure. The representative of the Union may not be compelled to testify in any other forum regarding information obtained directly from the employee as part of the grievance proceeding. The representative of the Employer may not be compelled to testify in any other forum regarding information obtained directly from management as part of the grievance proceeding. Any documents written to the Union representative from the employee or written by the Union representative to the employee as part of the grievance procedure shall be considered the confidential property of the Union. Any documents written to the Employer's representative from management or written by the Employer's representative to management as part of the grievance procedure shall be considered the confidential property of the Employer.

ARTICLE 10

HOLIDAYS

10.01 HOLIDAYS RECOGNIZED AND OBSERVED

Holidays recognized and observed shall be:

New Year's Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving
Presidents Day	Friday after Thanksgiving
Memorial Day	Christmas
Independence Day	Floating Christmas holiday
Labor Day	

This "floating Christmas holiday" shall be between December 23 and January 2 as designated for employees in each division by the Sheriff no later than the preceding December 1. All holidays will be celebrated on the actual calendar day of the holiday in divisions maintaining a seven-days-a-week service. For all other divisions, holidays falling on a Saturday will be celebrated on the preceding Friday and holidays falling on a Sunday will be celebrated on the succeeding Monday.

10.02 HOLIDAY PAY

- A. An employee in the clerical, civil, courthouse security or detective divisions shall have the holiday off and receive holiday pay at their regular rate of pay. Employees in these divisions called in to work on a designated holiday will receive overtime pay or holiday bank hours at the rate of one and one-half times for all hours worked on the holiday according to the employee's choice.
- B. Employees in all other divisions shall be paid at the employee's straight time wage rate for all hours worked on the holiday, plus all employees in these divisions will be credited at the rate of time and one-half the number of hours of the employee's normal paid leave accrual rate in the employee's holiday bank. This requirement for straight time pay while working on a holiday does not remove the requirement to pay overtime when appropriate pursuant to Article 3.
- C. No employee's holiday bank shall exceed a maximum accumulation of one hundred forty (140) hours. All hours in excess of this maximum accumulation shall be forfeited. If an employee's holiday bank has been reduced pursuant to the forfeiture in the preceding sentence, that employee shall have access to the grievance procedure for the reinstatement or payment of that part of the forfeiture which is attributable to the acts and omissions of the Employer in failing to schedule sufficient time off and for which the employee was not responsible.

10.03 ELIGIBILITY FOR HOLIDAY PAY

An employee not on layoff or unpaid leave of absence shall receive holiday pay if the employee did not have an unexcused absence on the employee's last scheduled work day prior to the holiday or the employee's first scheduled work day after the holiday. Should a paid holiday fall on an employee's vacation, he or she has the option of counting it as a vacation day or a holiday. If a holiday falls within paid sick leave, that day will be counted as a sick leave day or as a holiday at the employee's written election.

10.04 USE OF HOLIDAY BANK HOURS

- A. Employees shall schedule the use of holiday bank hours pursuant to the use of vacation in Article 11.
- B. Holiday bank hours used during the fiscal year shall be paid at the employee's regular straight-time hourly rate in effect when the hours are used.
- C. Upon resignation or termination of employment, a lump sum payment will be made for any accrued and unused holiday bank hours. Such accumulated holidays cannot ordinarily be used to retain the employee past the date of resignation or termination.

ARTICLE 11

VACATION

11.01 ELIGIBILITY

Every full-time employee shall earn vacation credit as follows:

- A. Employees scheduled a standard 40 hour work week:
 - During the first through the fourth years of employment:
2 weeks (10 working days/80 hours) per year
 - During the fifth through the ninth years of employment:
3 weeks (15 working days/120 hours) per year
 - During the tenth through nineteenth years of employment:
4 weeks (20 working days/160 hours) per year
 - During the twentieth or later years of employment:
5 weeks (25 working days/200 hours) per year
- B. Employees regularly scheduled in excess of a standard 40-hour week:
 - During the first through the fourth years of employment:
2 weeks (11 working days/93.5 hours) per year
 - During the fifth through the ninth years of employment:
3 weeks (16.5 working days/140.25 hours) per year
 - During the tenth through nineteenth years of employment:
4 weeks (22 working days/187 hours) per year
 - During the twentieth or later years of employment:
5 weeks (27.5 working days/233.75 hours) per year

Earned vacation will be prorated biweekly and will be available for use as it accrues. This biweekly accrual rate shall change upon an employee's anniversary date per the above schedule. Fiscal year-to-date vacation use and accumulation balance shall appear on the employee's paycheck or on a separate slip included in one paycheck each month.

11.02 WHEN VACATION MUST BE TAKEN; FORFEITURE

Vacation requests must be in writing. A maximum of two (2) calendar weeks vacation may be taken within any thirty (30) days period except in unusual situations where prior approval of the Sheriff has been obtained. An employee may accumulate up to two (2) times his or her annual amount of vacation plus one (1) year of sick leave converted vacation and cannot accrue vacation above that amount. If an employee's vacation is forfeited due to the preceding sentence, that employee shall have access to the grievance procedure for the reinstatement or payment of that part of the forfeiture which is attributable to the acts and omissions of the Employer in failing to schedule sufficient time off and for which the employee was not responsible.

11.03 VACATION PAY

Vacation pay will be the employee's straight-time pay for each hour of vacation deducted from the employee's vacation accrual.

11.04 CHOICE OF VACATION PERIOD

- A. One (1) priority vacation request per employee in an increment of one (1) day up to a fourteen (14) day rotation period (i.e. two weeks) shall be submitted to the Sheriff during January of each year for the succeeding twelve (12) month period. During the last week of February of each year this priority vacation schedule shall be posted and conflicting requests in a division will be resolved first according to rank or civilian supervisory position, then by seniority. For purposes of approving priority vacation requests in the jail and patrol divisions, one employee on the day shift and one employee on the night shift in each division shall be allowed priority vacation requests on the same calendar date. Such scheduled vacation shall not be changed, except due to a department wide emergency of the Employer or due to an emergency of the employee which would prevent the employee from utilizing the paid leave for vacation purposes, when the employee volunteers for overtime, or according to 11.05.
- B. Non-priority vacation will be awarded on a first asked - first granted basis by greatest seniority on the same calendar date stamp of request. Vacation may be used in increments not less than one (1) hour. An employee requesting vacation shall notify his or her division supervisor of such request not more than one (1) year nor less than sixteen (16) days prior to the date the vacation is desired. For planning purposes, the supervisor in each division shall post a list of year-to-date vacation requests upon receipt of the request. The supervisor shall approve or deny the request at least sixty (60) days prior to the date of the requested vacation or if the request is made less than sixty (60) days prior to the requested vacation, the supervisor shall approve or deny the request in writing within seven (7) calendar days. The supervisor may waive the sixteen (16) day requirement based on department need. An employee requesting a block of days may not submit the request until the first day of that block of time one (1) year in advance to establish their first asked – first granted preference.
- C. In the event an employee with previously scheduled priority vacation transfers to a different shift or division, the Employer shall accommodate all pre-approved priority vacation requests, unless the Employer would be required to pay overtime to more than one (1) person on the effected shift or division to accommodate all priority requests. Any required changes in priority vacations will be decided on the basis of least division seniority. The department will make every effort to give the employee priority vacation as requested.

When an employee has a pending transfer to another division, non-priority vacation requests should be submitted to the current division supervisor. If unable to schedule or deny the request due to the pending transfer, the current division supervisor will hold the request until a time that it can be scheduled or denied. If the employee should transfer before the request can be handled, the request will transfer with the employee, and be submitted to the new division supervisor who will schedule or deny the request within seven (7) calendar days. Date of original request will remain the same after transfer. Approved vacations for employees in a division will not be cancelled to accommodate requests from transferring employees. The department reserves the right to schedule, deny or cancel non-priority vacation for transferring employees according to department operations. The department will not cancel any non-priority vacation, if department operation requirements can be met by scheduled employees or by adjusting non-vacationing employees' schedules to cover the needed shifts.

- D. It is understood that all time off request procedures will be used for bargaining and non-bargaining unit employees.

11.05 HOLIDAYS AND SICK LEAVE DURING VACATION

If a recognized paid holiday falls during an employee's time off work due to vacation, the holiday shall be charged either to the employee's holiday bank or as vacation at the employee's written election. Illnesses or injuries occurring during a scheduled vacation will be counted as vacation. If illness or injury of the employee occurs at least three calendar days prior to the beginning of a scheduled vacation and the employee presents a doctor's excuse prior to the scheduled vacation that states the employee would be unable to work, then the period of such illness or injury during the scheduled vacation shall be counted as sick leave, if available. If the illness or injury occurs less than three (3) days prior to the start of a scheduled vacation, sick leave will commence three (3) days after presentation of the doctor's excuse. The scheduled vacation will be canceled and the employee shall return to work when released by a doctor.

11.06 TERMINATION OR RESIGNATION OF EMPLOYMENT

Upon resignation, layoff, or termination from county service, an employee shall be paid for all unused vacation left at the time of termination; however, an employee who is discharged for cause or who quits without a minimum of two (2) weeks notice shall forfeit vacation pay. Such vacation cannot ordinarily be used to retain the employee on the payroll past the date of resignation or termination.

ARTICLE 12

INSURANCE

12.01 HEALTH INSURANCE

All employees who select the county health care benefit plan shall be enrolled in a policy equal to that in effect on January 1, 2003 (Wellmark Blue Cross/Blue Shield Alliance Select Preferred Provider Organization) subject to the plan booklet details and exceptions, and the following minimum benefits for a calendar year period. Such coverage includes chiropractic services. The Employer shall pay the entire premium cost of single coverage for full-time employees. Contribution share rates for full time benefit eligible employees electing family coverage (includes same gender domestic partner) are \$12.50 per month effective July 1, 2006 and \$25.00 per month effective July 1, 2007.

Deductible	\$100 single
	\$200 family (aggregate* maximum)

Deductible waived for routine office calls, outpatient procedures, normal newborn care, and one routine annual physical. Deductibles are the same for network or non-network providers.

Out-of-Pocket Maximum	\$500 single
	\$1000 family (aggregate* maximum)

Out-of-pocket maximums include deductible amounts. Out-of-pocket maximums are the same for network or non-network providers.

*Aggregate shall mean amounts accumulated on behalf of any combination of family members.

Co-Insurance	90% / 10% employee in-network
	80% / 20% employee non-network

Prescription Drugs	Included with medical expenses at 80/20 co-insurance. No separate deductible, out-of-pocket maximum, or co-pay.
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Lifetime Maximum Benefit Per Person	\$1,000,000
	\$15,000 limit on infertility services

12.02 DENTAL INSURANCE

The Employer shall pay the entire monthly single premium cost for full-time employee dental coverage. An employee selecting family dental shall pay the dependent coverage portion of the monthly premium. Dental insurance coverage shall include the following minimum benefits for a calendar year benefit period:

Check-ups and teeth cleaning	no deductible 0% employee co-insurance
Cavity repair and tooth extractions	deductible applies 20% employee co-insurance
Root canals	deductible applies 20% employee co-insurance
Gum and bone disease	deductible applies 20% to 50% employee co-insurance depending upon procedure
High cost restorations (crowns)	deductible applies 20% employee co-insurance
Dentures and bridges	deductible applies 50% employee co-insurance
Orthodontics	deductible applies 50% employee co-insurance

Deductibles for a benefit period are \$25 single and \$75 family. The maximum benefit is \$750 per eligible member for any benefit period, except orthodontics which has a \$750 lifetime maximum per member.

12.03 LIFE INSURANCE

The Employer shall pay the premium for life insurance in an amount equal to 100% of an employee's annual salary rounded up to the next \$1,000. The coverage shall include double indemnity for accidental death and dismemberment. This coverage will decrease when the employee retires or reaches age 65 to 67% and decrease again at age 70 to 45%.

12.04 DISABILITY INSURANCE

The Employer shall pay the premium for disability insurance which provides for disability payments of 67% of the full-time employee's gross salary after a 126 calendar day waiting period. The maximum monthly benefit shall be \$4,000 and the minimum monthly benefit shall be \$50. The monthly benefit received is reduced by any other income benefits, including social security disability-retirement-worker's compensation, as defined by the coverage. The maximum benefit period shall be 24 months which shall have a phased reduction beginning at age 66 to a maximum benefit period at age 69 or over to a period of 12 months. Employees may purchase disability insurance with longer-term benefit periods at the employee's cost through the county at group rates.

12.05 WORKER'S COMPENSATION

Employees may supplement worker's compensation benefits with accrued sick leave, personal day hours, vacation or earned compensatory time, but the total compensation received shall not exceed the employee's regular pay. Employees receiving worker's compensation benefits shall continue to accrue seniority and insurance benefits, but not accrue sick leave, vacation, paid holidays or other benefits.

12.06 FLEXIBLE BENEFIT SPENDING PLAN

All employees eligible to participate in the health insurance program may participate at no employee administrative cost in the County's flexible benefits spending plan, which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

ARTICLE 13

JOB CLASSIFICATION AND COMPENSATION

13.01 JOB CLASSIFICATIONS

For purposes of the administration of the Agreement, the employees within the bargaining unit shall be divided into the following divisions and job classifications:

Patrol Division - job classification of deputy sheriff
Civil Division - job classification of deputy sheriff
Jail Division - job classification of deputy sheriff
Detective Division - job classification of deputy sheriff
Courthouse Security Division – job classification of deputy sheriff
Transportation Division - job classifications of deputy sheriff or driver
Clerical Division - job classifications of secretary I or II or clerk I or II
Control Center Division - job classification of control center operator/matron
Dispatch Division - job classification of dispatcher
Kitchen Division - job classification of cook

13.02 WAGE RATES

- A. Effective July 1, 2006, employees shall receive the hourly amount indicated in Appendix A for their job classification and seniority, plus any longevity pay for which they are eligible. The amounts of the July 1, 2006 wages in Appendix A reflect an increase of three percent (3%) over the January 1, 2006 wage rates. Effective July 1, 2007, employees shall receive the hourly amount indicated in Appendix B for their job classification and seniority, plus any longevity pay for which they are eligible. The wage rates in Appendix B reflect an increase of three and one-quarter percent (3.25%) over the July 1, 2006 wage rates.
- B. Employees shall advance to the next step on the pay grade for that job classification upon meeting the required number of months or years of service based on the employee's length of service in that pay grade. Rate of pay adjustments shall be made based on the employee's anniversary date.

13.03 CHANGES IN JOB CLASSIFICATIONS

The Employer retains the right to add new job classifications or delete job classifications. If the Employer adds a new job classification the Employer will provide the Union with notice and opportunity to bargain the wage rate and other relevant contract terms.

13.04 MILEAGE

Employees shall be paid at the maximum rate allowed by the County for all Employer-required use of an employee's personal vehicle.

13.05 PAY DAY

Employees are paid every other Friday for hours worked through the previous Saturday. In the event pay day is a holiday, paychecks shall be issued on the last work day prior to the holiday.

13.06 LONGEVITY PAY

Eligibility guidelines for, and amounts of, longevity pay are set forth below. Eligible employees shall receive longevity pay in a lump sum on the last pay day in November (based on seniority eligibility as of November 1), or in a lump sum upon termination of employment, whichever is earlier:

After 4 - 10 years.....	\$500 per year
After 11-15 years.....	\$625 per year
After 16-20 years.....	\$750 per year
After 21 or more years	\$900 per year

13.07 STANDBY PAY

Deputy sheriffs classified as detective shall receive an additional one thousand dollars (\$1,000) per fiscal year divided into bi-weekly pay increments as compensation for standby status and duties.

13.08 EMERGENCIES

All employees, including probationary employees, who are unable to report to work due to severe weather, personal emergency or other good cause may use earned vacation, holiday bank, or leave of absence without pay. The Sheriff may not refuse such requests without good cause. Employees may also make up lost work time due to such emergencies within the same pay period, provided such work shall not cause overtime pay and must be approved by the Sheriff.

13.09 CANINE PAY

Canine handlers shall receive one (1) hour credited to each work shift for canine and kennel care. Such hour shall be with pay and be duty-free.

13.10 SHIFT DIFFERENTIAL PAY

Employees shall receive the following shift differentials in addition to their regular straight time hourly rates. Shift differential pay shall be included in the calculation of the employee's overtime rate and paid leaves.

- A. Regular shift starts between 6 a.m. and 1:59 p.m. – none.
- B. Regular shift starts between 2 p.m. and 9:59 p.m. - \$.24.
- C. Regular shift starts between 10 p.m. and 5:59 a.m. - \$.24.

ARTICLE 14

INSERVICE TRAINING

14.01 REQUIRED INSERVICE TRAINING

For the purpose of education and increasing the professionalism of the department, the Sheriff may schedule and conduct inservice training seminars during the fiscal year or assign personnel to attend such training outside of the workplace. Training sessions may be run in conjunction with shift meetings or at such other times the sheriff may determine such training necessary. The Employer shall reimburse the deputies/employees required to attend inservice training for their time in attendance at any such session and travel time, providing they are not on duty at the time of the required training session or travel occurs during the employee's regularly scheduled shift. Reimbursement for meals, lodging, and mileage shall be as provided in the Johnson County Employee Handbook.

The Employer shall provide at least 24 hours advance notice of cancellation of scheduled training which would occur on an employee's scheduled day off. Failure to provide 24 hours advance notice will entitle the employee to report for 2 hours work at the scheduled training time to be compensated at the appropriate rate. In the alternative, the employee may elect, at the time of notification of the cancellation of the training, to not report for work and not be compensated.

14.02 VOLUNTARY TRAINING

Deputies and employees may volunteer to enroll in a training course scheduled during the employee's time off from work. Such employees shall receive no compensation or reimbursement for expenses as a result of attending such voluntary training courses.

14.03 SELECTION FOR SPECIALIZED INSERVICE TRAINING

In the event the Sheriff provides an opportunity for training in a specialized area of law enforcement, the notice for such training will be posted for five (5) calendar days to allow for interested employees to submit letters of interest and/or resumes to the sheriff. The selection of an employee to receive the specialized training is at the discretion of the Sheriff.

ARTICLE 15

GENERAL PROVISIONS

15.01 SEPARABILITY AND SAVINGS

If any article or section of this Agreement, any addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by any court or agency, the remainder of this Agreement, and all addendum thereto, shall not be effected thereby, and the remainder of this Agreement, and any addendum thereto, shall remain in full force and effect for the duration of this Agreement.

15.02 WAIVER

No waiver or variation of the terms of this Agreement shall be made unless the waiver or variation is made with the full knowledge, sanction, and consent of the Employer's Representative, and the Union Business Representative. Further, any unauthorized waiver or variation of the terms of this Agreement by the parties shall not constitute a precedent for future enforcement of all terms and conditions included therein.

15.03 EFFECTIVE PERIOD

This Agreement shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration on June 30, 2008.

15.04 SIGNATURES AND WITNESS

In witness thereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 9th day of June, 2006.

JOHNSON COUNTY, IOWA

PPME LOCAL 2003

By its Board of Supervisors

By its Bargaining Team

Mike Lehman
Mike Lehman, Chairperson

Terrence Neuzil
Patrick Harney

Sally Stutsman
Terrence Neuzil

Rod Sullivan
Sally Stutsman

Rod Sullivan
Rod Sullivan

Judith Perkins
Judith Perkins
Employer Representative

Joe Rasmussen
Shelley Smith

Joe Rasmussen
Joe Rasmussen
Union Representative

APPENDIX A

Wage Matrix effective July 1, 2006 - June 30, 2007

3.00%

	<u>Start</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>5 years</u>	<u>7 years</u>
Deputy Sheriff							
Annual (2184 hours)	\$37,325	\$38,329	\$44,182	\$46,476	\$48,769	\$51,062	\$53,137
Hourly Rate	\$17.09	\$17.55	\$20.23	\$21.28	\$22.33	\$23.38	\$24.33
Detective							
Annual (2184 hours)					\$49,769	\$52,062	\$54,137
Hourly Rate					\$22.79	\$23.84	\$24.79
Control Center/Matron							
Annual (2184 hours)	\$31,734	\$32,716	\$33,743	\$34,704	\$35,818	\$37,128	\$38,657
Hourly Rate	\$14.53	\$14.98	\$15.45	\$15.89	\$16.40	\$17.00	\$17.70
Dispatcher							
Annual (2080 hours)	\$31,554	\$32,594	\$33,696	\$34,840	\$35,963	\$38,230	\$40,414
Hourly Rate	\$15.17	\$15.67	\$16.20	\$16.75	\$17.29	\$18.38	\$19.43
Secretary I							
Annual (2080 hours)	\$31,554	\$32,594	\$33,696	\$34,840	\$35,963	\$38,230	\$40,414
Hourly Rate	\$15.17	\$15.67	\$16.20	\$16.75	\$17.29	\$18.38	\$19.43
Secretary II							
Annual (2080 hours)	\$27,872	\$28,891	\$29,848	\$31,138	\$32,323	\$33,738	\$35,298
Hourly Rate	\$13.40	\$13.89	\$14.35	\$14.97	\$15.54	\$16.22	\$16.97
Clerk I							
Annual (2080 hours)	\$26,520	\$27,477	\$28,475	\$29,453	\$30,618	\$31,907	\$33,405
Hourly Rate	\$12.75	\$13.21	\$13.69	\$14.16	\$14.72	\$15.34	\$16.06
Clerk II							
Annual (2080 hours)	\$24,336	\$25,064	\$25,854	\$26,790	\$27,602	\$28,475	\$29,390
Hourly Rate	\$11.70	\$12.05	\$12.43	\$12.88	\$13.27	\$13.69	\$14.13
Cook							
Annual (2080 hours)	\$26,603	\$27,581	\$28,496	\$30,160	\$31,221	\$32,261	\$33,363
Hourly Rate	\$12.79	\$13.26	\$13.70	\$14.50	\$15.01	\$15.51	\$16.04
Driver							
Annual* (1040 hours)	\$13,770	\$14,040	\$14,310	\$14,591	\$14,872	\$15,142	\$15,413
Hourly Rate	\$13.24	\$13.50	\$13.76	\$14.03	\$14.30	\$14.56	\$14.82

* estimated average for part-time work

APPENDIX B

Wage Matrix effective July 1, 2007 - June 30, 2008 3.25%

	<u>Start</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>5 years</u>	<u>7 years</u>
Deputy Sheriff							
Annual (2184 hours)	\$38,548	\$39,574	\$45,624	\$47,982	\$50,363	\$52,722	\$54,862
Hourly Rate	\$17.65	\$18.12	\$20.89	\$21.97	\$23.06	\$24.14	\$25.12
Detective							
Annual (2184 hours)					\$51,363	\$53,722	\$55,862
Hourly Rate					\$23.52	\$24.60	\$25.58
Control Center/Matron							
Annual (2184 hours)	\$32,760	\$33,786	\$34,835	\$35,839	\$36,975	\$38,329	\$39,924
Hourly Rate	\$15.00	\$15.47	\$15.95	\$16.41	\$16.93	\$17.55	\$18.28
Dispatcher							
Annual (2080 hours)	\$32,573	\$33,654	\$34,798	\$35,963	\$37,128	\$39,478	\$41,725
Hourly Rate	\$15.66	\$16.18	\$16.73	\$17.29	\$17.85	\$18.98	\$20.06
Secretary I							
Annual (2080 hours)	\$32,573	\$33,654	\$34,798	\$35,963	\$37,128	\$39,478	\$41,725
Hourly Rate	\$15.66	\$16.18	\$16.73	\$17.29	\$17.85	\$18.98	\$20.06
Secretary II							
Annual (2080 hours)	\$28,787	\$29,827	\$30,826	\$32,157	\$33,384	\$34,840	\$36,442
Hourly Rate	\$13.84	\$14.34	\$14.82	\$15.46	\$16.05	\$16.75	\$17.52
Clerk I							
Annual (2080 hours)	\$27,373	\$28,371	\$29,390	\$30,410	\$31,616	\$32,947	\$34,486
Hourly Rate	\$13.16	\$13.64	\$14.13	\$14.62	\$15.20	\$15.84	\$16.58
Clerk II							
Annual (2080 hours)	\$25,126	\$25,875	\$26,686	\$27,664	\$28,496	\$29,390	\$30,347
Hourly Rate	\$12.08	\$12.44	\$12.83	\$13.30	\$13.70	\$14.13	\$14.59
Cook							
Annual (2080 hours)	\$27,477	\$28,475	\$29,432	\$31,138	\$32,240	\$33,301	\$34,445
Hourly Rate	\$13.21	\$13.69	\$14.15	\$14.97	\$15.50	\$16.01	\$16.56
Driver							
Annual* (1040 hours)	\$14,217	\$14,498	\$14,778	\$15,070	\$15,350	\$15,631	\$15,912
Hourly Rate	\$13.67	\$13.94	\$14.21	\$14.49	\$14.76	\$15.03	\$15.30

* estimated average for part-time work

JOHNSON COUNTY



SHERIFF

Lonny Pulkrabek

511 South Capitol St. • P.O. Box 2540 • Iowa City, Iowa 52244

Routine Business 319.356.6020 • Civil Process 319.356.6030 • Jail 319.356.6025 • Records 319.356.6015 • Fax 319.356.6017

JOB VACANCY

Johnson County Sheriff's Department Bargaining Unit

Pursuant to Section 5.06 of the bargaining unit contract, bargaining unit members may bid for the following job vacancy:

Job Classification: _____

Division: _____

Hours of Work: _____
(Subject to change)

Pay Grade: _____

Date First Posted: _____

Deadline for Bids: _____ **P.M.** _____
(time) (date)

Submit bids to: _____
(Name of person in department to whom bids should be submitted)

(Address)

(Telephone)

All bids for this vacancy must be in writing and submitted to the person identified above by the deadline shown.

(The job description for this position MUST be attached to this notice when posted.)



J. Patrick White
County Attorney

Office of the
Johnson County Attorney

Johnson County Courthouse • 417 South Clinton Street • P.O. Box 2450 • Iowa City, IA 52244
Phone (319) 339-6100 • Fax (319) 339-6149

Civil-Juvenile

Anne M. Lahey
Janet M. Lyness
Deborah Farmer Minor

Criminal

David V. Tiftany
Linda M. Paulson
Rivka Sorenson
Karen O. Egerton
Michael D. Brennan
Emily A. Colby
Angela J. Boske
M. Victoria Dominguez

Child Support

Carol A. Turner
1-(319) 362-8645

April 3, 2000

Joe Rasmussen
PPME Local 2003
P. O. Box 69
Alburnett, IA 52202

RE: Johnson County Sheriff's Office collective bargaining agreement
Letter of Understanding

Dear Joe,

This letter commemorates our understanding reached during negotiations on the 1999-2000 collective bargaining agreement:

The Johnson County Sheriff's Office will utilize deputy sheriffs instead of drivers to transport and guard prisoners during trials and to guard prisoners who are admitted as patients at a hospital. The parties agree that the deletion of the paragraph entitled "Transportation Division" in the 1998-1999 contract, does not change the basic division of duties between the driver and deputy job classifications in practice.

Please acknowledge your agreement below.

Very truly yours,

J. Patrick White
Johnson County Attorney

Bargaining Representative
For Johnson County

Agreed to on behalf of PPME Local 2003

Joe Rasmussen
Bargaining representative
PPME Local 2003

7-12-00

Date



JOHNSON COUNTY

Human Resources Department

Lora Shramek, SPHR – Administrator

May 4, 2006

Joe Rasmussen
PPME Local 2003
P.O. Box 69
Alburnett, IA 52202

RE: Johnson County Sheriff's Office collective bargaining agreement Letter of Understanding

Dear Joe,

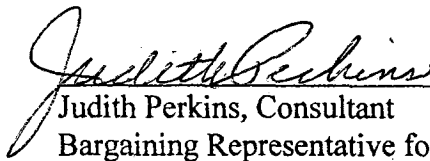
This letter commemorates our understanding reached during negotiations regarding a Labor Management Committee for the 2006-2008 collective bargaining agreement.

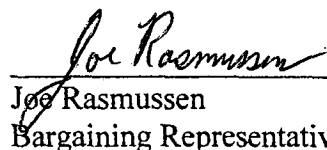
A Labor-Management Committee (LMC) consisting of 3 members of the Union (appointed by the Union) and 3 members of management (appointed by the Sheriff) will meet on a quarterly basis to discuss items of mutual interest. The meetings will be held at a mutually agreeable time. Union members will be paid for formal meeting times that occur during their regularly scheduled shift. Meetings will not exceed two hours. An agenda will be established 7 days before the scheduled meeting. Grievances are not appropriate subject matter for LMC discussions. If there are no items for the agenda, the meeting will not occur.

Please acknowledge your agreement below.

Sincerely,

Agreed to on behalf of PPME Local 2003

 6-20-06
Judith Perkins, Consultant Date
Bargaining Representative for Johnson County

 6-9-06
Joe Rasmussen Date
Bargaining Representative for PPME Local 2003

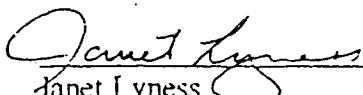
In the Grievance Matter Between)	
)	
PPME, Local 2003,)	
Grievant,)	SETTLEMENT OF JOHNSON
)	COUNTY SHERIFF'S OFFICE
and)	JOB POSTING GRIEVANCE
)	
Johnson County, Iowa,)	
Employer.)	


The Employer agrees to the grievance filed by PPME, Local 2003 on October 1, 2001 alleging a violation of the Collective Bargaining Agreement between PPME and Johnson County for the Johnson County Sheriff's Office. The Employer agrees to post and open for bid to all unit employees all deputy sheriff vacancies whether an incumbent is replaced or adding a deputy. The Employer and Union agree that for any employee to bid for the deputy sheriff vacancy they must follow the civil service requirements and be certified through civil service. Once the employee is certified through civil service, Article 5.06 Job Bidding would apply. This includes that "outside applicants would not be considered until after the five (5) day period. In determining the successful bidder, qualifications directly related to the job shall be the primary consideration. Where qualifications are equal, bargaining unit seniority shall govern."

Once an employee is certified eligible for consideration under the Civil Service requirements (one of the ten candidates under consideration on the Civil Service list), they may apply for a deputy sheriff vacancy. If the bargaining unit employee is determined to be qualified, they would be hired for the deputy sheriff position ahead of any outside candidates. If there was more than one bargaining unit employee who applied and was certified for consideration under the civil service requirements (both on the ten of the Civil Service list) and they were both determined to be equally qualified, bargaining unit seniority would govern. If a bargain unit member was certified under the civil service requirements (one of the ten on the Civil Service list) but determined to not be qualified, the Employer could hire an outside applicant. If a bargaining unit member is certified through civil service but is not selected, the employee would be allowed to grieve under the collective bargaining agreement regarding whether they were qualified for the job. Inclusion on the civil service list alone does not mean an employee is qualified, but they would be considered first and, if they were qualified, they would be hired before outside candidates are considered.

This agreement settles the grievance filed on October 1, 2001.

Dated this 7th day of April, 2003:


 Janet Lyness
 Representative for the Employer
 Johnson County


 Joe Rasmussen
 Representative for the Union
 PPME Local 2003